



**DEFENSE ENERGY SUPPORT CENTER  
DESC-BZD, ROOM 2954  
8725 John J. Kingman Road, Suite  
Ft. Belvoir, VA 22060-6222**

**June 16, 2000**

**SP0600-00-R-0069**

**SOLICITATION OF OFFERS  
FOR  
THE SALE OF  
FUEL SYSTEM ICING INHIBITOR (FSII)**

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## **SECTION A - SOLICITATION**

### **A.1 Introduction**

The Defense Logistics Agency (DLA), Defense Energy Support Center (DESC), is soliciting written offers for the sale of approximately 10,014 United States Gallons (USG) of Fuel System Icing Inhibitor, stored at U.S. Naval Station, Rota, Spain. The deadline for the receipt of offers is 1300 hours, local time Fort Belvoir, Virginia, USA, on **June 23, 2000**. Offers should be based on the terms and conditions set forth in this solicitation.

### **A.2 Description**

A description of the specifications of this product offered for sale is listed in Exhibit "B". (See Section C.2).

### **A.3 Definitions**

As used throughout this solicitation, the following terms shall have the meaning set forth below:

- a. The term "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings for the U.S. Government.
- b. The term "Government" means the United States Government.

## **SECTION B – OFFERS**

### **B.1 Preparation and Submission of Offers**

- a. **There is no minimum offer for this product.**
- b. **All offers must be submitted on the form provided in Exhibit A, Fuel Additive Offered for Sale. Offers are to be fully executed with an original signature appearing in Exhibit D, Sale of Government Property Negotiated Sales Contract. Offerors who fail to complete Exhibit D may be considered unacceptable.**
- c. Offerors shall use **Exhibit A** to indicate the quantity of product they desire to purchase. The offeror shall (1) enter the mode of pick-up to be used; (2) the purchase quantity offered; (3) the unit price; and (4) the extended price for the quantity in the "Total Offered Price" column.
- d. In addition to Exhibit A and Exhibit D, each offeror shall complete and furnish **Section H - Certifications** along with its offer.
- e. **Offerors must submit a draft letter of credit acceptable to the Contracting Officer and equal to 110 percent of the estimated contract amount (See Exhibit E).**
- f. Offers and modifications submitted by mail or hand delivered shall be enclosed in a sealed envelope and addressed to:

ATTN: BID CUSTODIAN, DESC PCC, Room 3729  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, Virginia 22060-6222

- g. When submitting your reply, the envelope used must be plainly marked with the name and address of the offeror in the upper left corner, and the solicitation number, **SP0600-00-R-0069**, in the lower left corner on the face of the envelope.
- h. Offers are to be entered in the space(s) provided on the offeror's Worksheet contained in Exhibit A. By the submission of an offer, the offeror agrees to be bound by the terms and conditions of this solicitation.
- i. In compliance with the solicitation, the offeror agrees, if this offer is accepted within **30** calendar days from the date specified in the solicitation for receipt of offers, to purchase any or all product on which offers are made at the price offered and to take delivery of the product within the removal period specified in Section E.
- j. LATE OFFERS - Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- k. All offers in response to this solicitation and all modifications of offers shall be in the English language. All correspondence between offerors and DESC shall be in the English language.
- l. Prices shall be stated and invoices shall be paid in U.S. dollars.

## **B.2 Facsimile Offers and Modifications**

- a. Offers and modifications submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: (703) 767-8506. To confirm receipt, please call (703) 767-8758 or (703) 767-7367.
- b. Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, or a modification of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.
- c. Facsimile offers/modifications that reject any of the terms, conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.
- d. Facsimile offers/modifications must contain the required signatures.
- e. If requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed offer/modification.
- f. If the offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification.

### **B.3 Consideration of Offers**

- a. The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.
- b. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.
- c. The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms which the offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.
- d. The Government reserves the right to sell a quantity less than the quantity offered, at the unit price offered, unless the offeror specifies otherwise in the offer.
- e. When more than one offer has been received for the product listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revision received after the time and date specified for the receipt of final proposal revision will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- f. In addition to price, offers will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating offers, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards shall be for the items or combinations of items that result in the highest aggregate return to the Government, including the assumed administrative costs.
- g. An offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay for or remove product in a timely fashion).

### **B.4 Determination of Responsibility**

Offerors shall furnish sufficient information for the Contracting Officer to make a determination of responsibility. At a minimum, offerors shall furnish enough data for the Contracting Officer to determine adequate financial capability and the offeror's ability to obtain transportation for the product it offers to purchase.

## B.5 Evaluation Procedure for Award

Offers will be evaluated on price.

## B.6 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice or facsimile of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

## **SECTION C - INSPECTION**

### C.1 Inspection

- a. The offeror is invited, urged, and cautioned to inspect the product to be sold prior to submitting an offer.
- b. The prospective offeror, or its designee, may at its own cost and expense, take samples not to exceed one (1) gallon. The Government does not warrant any samples of this product to be representative of the entire quantity being offered under this solicitation. Arrangements for these procedures will be made with the DESC Office specified below.
- c. Inspection of the product is invited between **8:00 a.m. and 3:30 p.m., local time, Monday through Friday, except holidays.**
- d. Requests for an appointment to inspect the product must be made to:

Mansueto H. Parcon Jr.,  
PSC 819 Box 21  
FPO AE 09645

Tel: (34) 956-82-4211

Fax: (34) 956-82-4212

E-mail: [ParconM@navsta.rota.navy.mil](mailto:ParconM@navsta.rota.navy.mil) or [Mparcon@teleline.es](mailto:Mparcon@teleline.es).

Requests should be made no less than **5 working days prior** to the date of the requested inspection.

- e. Any requests should include the name and title of each individual wishing to examine the product. The Government reserves the right to limit the number of individuals seeking access to the product storage site. Prospective offerors will be notified by telephone of the date the product will be available for inspection at the storage site.
- f. Prospective offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at the storage facility.

## C.2 Condition of Product

- a. All product listed herein is offered for sale "**AS-IS**". "AS-IS" means the Government believes that the product conforms to the qualities and other data listed in Exhibit "B"; however, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the product, or its fitness for any use or purpose. Furthermore, handling and outloading will be performed by and at the expense of the Government. The product will be sold in United States Gallons (USG). **This is not a sale by sample.**
- b. The description of the product is based on the best information available to the Government. Except as provided in Section F.5, no request for adjustment in price or for rescission of the sale will be considered.

## SECTION D - PAYMENT

### D.1 Letter of Credit

- a. Within 2 business days of receipt of award, the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the Defense Finance and Accounting Service - Columbus and equal to 110 percent of the contract award and containing the provisions set out in **Exhibit "E"**. The letter of credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The original of the letter of credit must be sent to the Contracting Officer at the address specified on the cover page (page 1) of this solicitation. Failure to provide the letter of credit shall constitute grounds for termination of contract(s) for default.
- b. The letter of credit must be an "Irrevocable Standby Letter of Credit" and **MUST NOT VARY IN SUBSTANCE** from the sample in **Exhibit "E"**. If the letter of credit contains any provisions at variance with **Exhibit "E"** or fails to include any provisions contained in **Exhibit "E"**, nonconforming provisions must be deleted and any missing provisions must be added or the letter of credit will not be accepted. The letter of credit must be effective on or before the first delivery under the contract and remain in effect for a period of 180 days, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the letter of credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.
- c. All wire deposit and letter of credit costs will be borne by the purchaser.
- d. Within 30 calendar days after final payment under the contract, the Contracting Officer shall authorize the cancellation of the letter of credit and shall return it to the bank or financial institution issuing the letter of credit. A copy of the notice of cancellation will be provided to the purchaser.



## D.2 Payment

- a. The offeror agrees to pay for product awarded at the price or prices stated in a contract awarded as a result of this solicitation. Payments shall be made in US. dollars and shall be paid to the **Defense Finance and Accounting Service - Columbus**. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, wire transfer through the Automated Clearing House (See D.5.) or bank check made payable to the Defense Finance and Accounting Service - Columbus. All checks must be drawn on a U.S. domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks. Please note letters of credit or any other methods of payment not listed above are unacceptable.**
- b. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report).

## D.3 Payment Due Date

The Purchaser shall pay for the product within 10 days after the Government transmits a facsimile invoice to the purchaser. If product is removed in more than one shipment, Purchaser shall pay for the product within 10 days after receipt of each invoice.

## D.4 Title

Title to the product shall pass to the Purchaser as follows:

- (1) Truck / Intermodal Container pick-up: Title to the product, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the product passes into the conveyance.

## D.5 Payment Address

### Check Payment

Defense Finance and Accounting Service  
Columbus Center  
ATTN: DFAS-CO-TFPS/Doug Lewis  
P.O. Box 182204  
Columbus, OH 43218-2204

### Wire Transfer Information through the Automated Clearing House

Bank Name:	Mercantile Bank, N. A.
Swift Number:	MERCUS44
Routing Number	081000210
Account Number:	1005012578

Contact at DFAS is Mr. Doug Lewis, Staff Accountant on (614) 693-6911.

Contact at Mercantile Bank is Ms. Karen Butler, Assistant Vice President on (314) 418-6635.

## **D.6 Interest**

- a. Amounts due and payable by the purchaser or its bank that are not paid in accordance with the provisions governing such payments shall bear interest from the date due until the date payment is received by the Government. Interest shall be in accordance with the Current Value of Funds rate as established by the Department of the Treasury in accordance with the Debt Collection Act of 1982 and published periodically in Bulletins to the Treasury Fiscal Requirements Manual and in the Federal Register.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) Ten days after removal of each shipment.
  - (2) The date specified under Section E (b) if the Purchaser fails to remove the product within the contract removal period.
  - (3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
  - (4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

## **D.7 Taxes**

The US Government did not pay taxes or duties when it purchased this product and has no obligation to pay duties or taxes for the sale of product under this solicitation. The buyer will be responsible for payment of any taxes or duties to the Government of Spain.

## **SECTION E - REMOVAL OF PRODUCT**

### **E.1 Removal of Product**

- a. The product shall be removed by **21 July 2000**.
- b. The product purchased hereunder shall be removed from the appropriate storage facility within the time specified in paragraph a. above, and after notice of acceptance of offeror's offer by the Government. If the Purchaser fails to remove the product on or before the last day of the contract removal period through no fault of the Government, an invoice for all product remaining in storage on the last day of the contract removal period will be issued by the Government to the offeror.
- c. The product shall be removed until there is a break in the suction on the last tank.

## **SECTION F - SHIPPING**

### **F.1 Outloading**

- a. The product is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance (see paragraph "c"). The Purchaser shall furnish the Government complete shipping and document distribution

instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished at least **5 working days** prior to the date the Purchaser desires shipment to commence. Shipping instructions shall include, but not be limited to, the following:

1. Quantity of product to be released.
  2. Designation of type and kind of conveyance.
  3. Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
  4. "Ship to" location.
  5. Minimum load per conveyance (optional).
  6. Desired shipping schedule.
  7. Warning labels as required by Federal, State, or local health, environmental, or transportation agencies.
  8. Any additional pertinent information.
- b. The shipping schedule furnished by the Purchaser shall allow sufficient time for the Government to reasonably meet such schedule prior to the last day of the contract removal period commensurate with existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments at the storage location involved may be obtained from the address specified below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.
- c. The US Naval Station Fuel Division will assist, but will not be responsible for the transfer of product from the existing container to the tank truck / intermodal container of the contractor. Due to the sensitivity of the product to moisture/color/pH and sediment the quality can be affected during transfer if hoses and pumps are not clean or compatible with the product. Contractor will supply pumps and hoses to transfer the product to Contractor's conveyance.
- d. The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the storage facility and comply with all load limitations and any safety, health, and environmental requirements appropriate for the Country and local area.
- e. Outloading and pick-up operates on a **Monday through Friday from 0800 to 1700 hours**. The point of contact information is as follows:
- Chris Ricketson.  
Tel: (34) 956-82-4211  
Fax: (34) 956-82-4212  
E-mail: [RicketsonR@navsta.rota.navy.mil](mailto:RicketsonR@navsta.rota.navy.mil)
- f. The Government reserves the right to schedule and coordinate the outloading and determine the order in which product is outloaded.
- g. The product is sold subject to quantity determinations as described in section F.2.
- h. Nomination Procedures:

Nomination procedures require written advance notification of **five (5) days** prior to product removal dates. The fax number for nomination is **Fax: (34) 956-82-4212**. The Naval Station will respond in writing to the contractor after notification and clearance are completed.

## F.2 Quantity Determination

The quantity of supplies furnished purchased under this contract shall be determined as follows:

- a. Truck: The quantity delivered will be determined (at the Government's option) on the basis of :
  - (1) Certified capacity tables of the conveyance loaded; or
  - (2) Calibrated meter.
  - (3) Weight, using calibrated scales.
- b. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
- c. Volume Correction: All product volume will be corrected to 60 degrees Fahrenheit as detailed in paragraph d. below.
- d. Measurement Standards:
  - (a) The volume of all bulk shipments of Fuel System Icing Inhibitor (FSII) shall be corrected to volume at 60°F or 15°C in accordance with the following procedure.
    - (1) Determine the apparent volume and temperature (to the nearest 0.5°F or 0.25°C) using standard gauging procedure:
    - (2) Subtract from the observed temperature of the product either 60°F or 15°C as appropriate.
    - (3) For ethylene glycol monomethyl ether (EGME), multiply the result by 0.00052 for degrees Fahrenheit or 0.00093 for degrees Celsius. For diethylene glycol monomethyl ether (DIEGME), multiply the result by 0.00051 for degrees Fahrenheit or 0.00091 for degrees Celsius. Round the resultant number to four decimal places.
    - (4) Add the figure obtained in step (3) to 1.0000.
    - (5) Divide the apparent volume of FSII as determined in step (1) by the result of step (4). Round the number so obtained to the nearest gallon or liter.
  - (b) When weight is used as the basis for quantity determination, the conversion factor corresponding to the observed specific gravity at 20°C/20°C shall be divided into the weight to determine the volume in gallons at 60°F (or in liters at 15°C):

(1) **For EGME**

**SPECIFIC  
GRAVITY**

20°/20°C g/mL	15°C kg/L	60°F lb/gal	60°F kg/gal
0.963	0.966	8.057	3.654
0.964	0.967	8.065	3.658
0.965	0.968	8.073	3.662
0.966	0.969	8.082	3.666
0.967	0.970	8.090	3.670

(2) **For DIEGME**

1.021	1.024	8.539	3.873
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1.022	1.025	8.547	3.877
1.023	1.026	8.556	3.881
1.024	1.027	8.564	3.885
1.025	1.028	8.572	3.888

- e. Unless otherwise specified in the contract, the reference to gallons shall mean U.S. gallons.

### **F.3 Insurance Requirements**

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, insurance as required by applicable law and regulations.

### **F.4 Assumption of Risk and Disclaimer of Liability**

The Purchaser, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this product. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the product.

### **F.5 Adjustment for Variation in Quantity or Weight**

When product is sold on a "unit price" basis, the Government reserves the right to vary the quantity delivered by 10% from the quantity listed in the solicitation and the Purchaser agrees to accept delivery of any quantity within these limits. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity actually delivered.

### **F.6 Environmental Protection and Precautions of Packing Materials**

- a. The offeror represents to the United States Government that it will use and ultimately dispose of any hazardous property purchased under this Solicitation of Offers in accordance with all applicable laws and regulations and in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.
- b. HEALTH WARNING. As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided (see Exhibit "C"). This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. This data sheet should be reviewed carefully by all who use, handle, transport, and/or store this material. Guidance in these documents should be adhered to and communicated to all involved.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Default**

**a. The Government may, by written notice of default to the Purchaser, terminate this contract in whole or in part if the Purchaser fails to -**

- (1) Make payment and remove the product within the time specified in this contract or any extension;
- (2) Remove the product within the time specified in this contract irrespective of whether or not payment has been made;
- (3) Make progress, so as to endanger performance of this contract; or
- (4) Perform any of the other provisions of this contract.

**b. If the Government terminates the contract, the Purchaser shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.**

If the Government terminates the contract for default, it may subsequently resell the product for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the product within 12 months, the Purchaser may be held liable for the full contract price.

**c. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.**

### **G.2 Disputes**

- a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).**
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.**
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and**

certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- d. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer. (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000. (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim. (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor." (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- e. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- f. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- i. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

### **G.3 Termination for the Convenience of the Government**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.



#### **G.4 Protests**

- a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

ATTN: Bulk Overseas Contracting Officer  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 2959  
Ft. Belvoir, Virginia 22060-6222

- b. The copy of any protest must be provided to the office designated above within one day of filing a protest with the GAO.

#### **G.5 Excusable Delays**

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until such cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which such cause prevented performance under the contract.
- b. In order for this Section G.5, to become operative, the party to the contract affected by the excusable delay condition must furnish the other party with written notice of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the product from the storage location from which it is to be shipped. Written notice shall be furnished within ten (10) calendar days to the other party when the excusable delay condition ceases to exist.

#### **G.6 Modification**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer.

#### **G.7 Officials Not to Benefit**

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### **G.8 Covenant Against Contingent Fees**

- a. The offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this



contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

- b. "Bona fide agency," as used in this paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. "Bona fide employee," as used in this paragraph, means a person, employed by a offeror and subject to the offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. "Contingent fee," as used in this paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. "Improper influence," as used in this paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

## **G.9 Assignment**

The purchaser shall not make or attempt to make any assignment of a contract that incorporates the clauses of this RFP or any interest therein contrary to the provision of Federal law, including the Ant-Assignment Act (41 U.S.C. 15) which provides:

No contract or order, or any interest therein, shall be transferred by the party to whom such contract or order is given to any other party, and any such transfer shall cause the annulment of the contract or order transferred, so far as the United States is concerned. All rights of action, however, for any breach of such contract by the contracting parties, are reserved to the United States.

## **G.10 Gratuities**

- a. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - 1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - 2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- c. If this contract is terminated under paragraph (a) of this clause, the Government is entitled--
  - 1. To pursue the same remedies as in a breach of the contract; and
  - 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

- d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**SECTION H - CERTIFICATIONS: Please complete and return this section with your offer.**

**H.1 Certificate of Independent Price Determination**

- a. The offeror certifies that -

- (1). The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
- (2). The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3). No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

- b. Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs a.(1) through a.(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a.(1) through a.(3) of this provision.

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(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his/her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision b.(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs a.(1) through a.(3) of this provision.

- c. If the offeror deletes or modifies subparagraph a.(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **H.2 Covenant Against Contingent Fees**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

## **H.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

**a. (1)** The offeror certifies, to the best of its knowledge and belief, that -

**(i)** The offeror and/or any of its Principals -

**(A)** Are (\_\_\_\_) are not (\_\_\_\_) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

**(B)** Have (\_\_\_\_) have not (\_\_\_\_), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

**(C)** Are (\_\_\_\_) are not (\_\_\_\_) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

**(ii)** The offeror has (\_\_\_\_) has not (\_\_\_\_), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- b.** The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous when submitted or has become erroneous by reason of changed circumstances.
- c.** A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.
- d.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in paragraph (a) of this provision. The knowledge and information of a offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
- e.** The certification in paragraph a. of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### H.4 Offeror's Designated Agent

The offeror's designated agent, whose name, office address, telephone and facsimile number are set out below, is the person in the offeror's organization responsible for handling all details in connection with the offer, for any resulting contract, and for making arrangements for all deliveries:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

(If different than above) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

TELEX Number: \_\_\_\_\_

#### H.5 Determination of Responsibility

Name of Bank Issuing

Letter of Credit : \_\_\_\_\_

Contact at Bank

(for verification): \_\_\_\_\_

Transportation

To be used: \_\_\_\_\_

Contact at Ships Agent

or Pipeline: \_\_\_\_\_

I hereby certify that a letter of credit equal to 110 percent of the contract amount awarded will be provided within 2 business days of receipt of award. In the event that the letter of credit is not received, the Contracting Officer may terminate the contract for default. Please provide your signature \_\_\_\_\_

**SECTION I - EXHIBITS**

- I. 1 Exhibit "A" - Product Offered for Sale/Attached Lab Test Reports**
- I. 2 Exhibit "B" - Product Specification Test Reports**
- I. 3 Exhibit "C" - Material Safety Data Sheets**
- I. 4 Exhibit "D" - Sale of Government Property Negotiated Sales Contract**
- I. 5 Exhibit "E" - Irrevocable Standby Letter of Credit**

**I. 1 Exhibit "A"****Fuel Additive Offered for Sale**

Item Number	Location	Description	Estimated Quantity (USG)	Mode	Quantity Offered (USG)	Price per USG	Total Offered Price
0100		FSII	10,014	Tank Truck or Intermodal Container	Please provide offer quantity	\$	Please provide a total dollar value.

Please state your intended use of this product: \_\_\_\_\_

**Items Description: FUEL SYSTEM ICING INHIBITOR, NSN: 6850-01-057-6427.****STORAGE LOCATION INFORMATION**

Contact for delivery information

Chris Ricketson

Telephone Number: (34) 956-82-4211

Fax Number: (34) 956-82-4212

Actual Storage Site (For product pick-up)

US Naval Station, Rota, Spain

Tank 214

Fuel Division

PSC 819 Box 21

FPO AE 09645

Point of contact for site visit: Mansueto H. Parcon, Jr.

Telephone Number: (34) 956-82-4012

Fax Number: (34) 956-82-4212

**I. 2 Exhibit “B”**

**PRODUCT SPECIFICATION TEST REPORTS**

**Please see separate link to this electronic document.**

**Attached as addendum to hard copy.**



**I. 3 Exhibit “C”**

**MATERIAL SAFETY DATA SHEETS**

**Please see separate link to this electronic document.**

**Attached as addendum to hard copy.**

**I. 4 Exhibit "D"**

<b>SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT</b>		<b>CONTRACT NUMBER</b>		<b>PAGE</b>	
				1 of 1 Pages	
<p>This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of SP0600-00-R-0069, incorporated herein by reference, and</p>					
<b>ITEM</b>	<b>PROPERTY DESCRIPTION AND LOCATION</b>	<b>QUANTITY (No. of Unit(s))</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
0100	FUEL SYSTEM ICING INHIBITOR		USG		
<b>EXECUTION BY PURCHASER</b>			<b>EXECUTION BY GOVERNMENT</b>		
<b>DATE</b> (Day, Month, Year)			<b>UNITED STATES OF AMERICA BY:</b>		<b>DATE:</b>
<b>NAME OF PURCHASER</b>					
<b>ADDRESS</b> (Street, City, State & Zip Code) (Type or Print)			<b>NAME AND TITLE OF CONTRACTING OFFICER</b>		
<b>SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT</b> (Type or print name and title under signature)			Contracting Officer <u>DESC-BZD</u> (Agency)		

**I. 5 Exhibit “E”****SAMPLE - IRREVOCABLE STANDBY LETTER OF CREDIT**(NOTE: FORM MAY VARY, SUBSTANCE MAY NOT)**BANK LETTERHEAD****IRREVOCABLE STANDBY LETTER OF CREDIT**

TO: DEFENSE ENERGY SUPPORT CENTER  
 DESC-BZD, ROOM 2954  
 ATTN: BULK OVERSEAS, CONTRACTING OFFICER  
 8725 JOHN J. KINGMAN ROAD  
 FT. BELVOIR, VA 22060-6222

EFFECTIVE DATE: \_\_\_\_\_  
 AMOUNT OF LETTER OF CREDIT: \$ \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_  
 CONTRACT NO.: \_\_\_\_\_  
 LETTER OF CREDIT NO.: \_\_\_\_\_

To Whom It May Concern:

We hereby establish our “Irrevocable Standby Letter of Credit” in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby Letter of Credit) accompanied by a manually signed statement that the signer is “an authorized representative of the Defense Energy Support Center”, and one or both of the following statements:

- a. “I hereby certify that the United States Government has delivered the product under the terms of Contract Number \_\_\_\_\_ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$\_\_\_\_\_.”
- b. “I hereby certify that (Contractor) has failed to take delivery of the product under the terms of Contract Number \_\_\_\_\_, and as a result owes the Government \$\_\_\_\_\_.”

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Typed Name & Title)

**NOTE: FORM MAY VARY, SUBSTANCE MAY NOT  
 PROVIDE COPY OF EXHIBIT “E” TO YOUR BANK.**